daughter, the other residuary legatee. *Held*, that there is no gift by implication to the grandchild, and, since the condition on which the gift over was to take place has not happened, the gift lapses. *Matter of Disney*, 190 N. Y. 128.

A testamentary gift will be implied without formal words if there is a strong probability that such was the testator's intention. Thus a devise to B and his heirs after the life of A gives by implication a life estate to A when B is the testator's heir, but not when B is a stranger. *Dashwood* v. *Peyton*, 18 Ves. 27, 40. Further, if the gift is to A for life, and if A dies without issue, to B, a gift to A's issue has been implied. *Dowling* v. *Dowling*, 1 Eq. Cas. 442; *contra*, *Monypenny* v. *Dering*, 7 Hare 568. In the present case the court decided that the testator meant the residuary legatees to take absolutely if they survived him, and that the gift over could take place only in case one legatee died without issue before the testator. But if this interpretation is correct the testator probably meant that the issue should take. The decision imputes to the testator the extraordinary intention that the survivor shall take if the other legatee dies without issue, but if there is issue there shall be an intestacy.

WILLS — CONSTRUCTION — RELATION OF MISTAKE TO THE PROBLEM OF INTERPRETATION. — A testator who owned the east half of a certain quarter section of land but did not own the whole of the north half, devised the north half of that quarter section under circumstances which showed his intent to devise the east half. *Held*, that the court may strike out the false words of description and construe the equivocal description which remains as a devise of the land which the testator owned. *Felkel* v. *O'Brien*, 83 N. E. 170 (Ill.). See NOTES, p. 434.

WILLS — EXECUTION — "SIGNED AT THE END THEREOF." — A statute required that every will should be signed at the end thereof. The printed form upon which a testatrix wrote her will reserved a blank line for the signature. Beneath this line was a printed attestation clause, the recital of which contained a blank space for the name of the maker. The testatrix signed her name only in this latter space. *Held*, that the will is not signed at the end and is therefore invalid. *Sears* v. *Sears*, 82 N. E. 1067 (Oh.).

It appears to be settled that, unless there is express incorporation by reference, a will is not signed at the end if any part of a disposing clause follows the signature. *Matter of Andrews*, 162 N. Y. 1. If, however, the clause which follows the signature does not affect the construction of the will or the rights of the beneficiaries, the signature may properly be considered to be at the "end" of the will. *Baker* v. *Baker*, 51 Oh. St. 217; see *Ward* v. *Putnam*, 85 S. W. 179 (Ky.); *Wineland's Appeal*, 118 Pa. St. 37. It is immaterial whether the recitals of the attestation clause precede or follow the signature. *Younger* v. *Duffie*, 94 N. Y. 535. The statute does not forbid blank spaces in the body of a will. If, therefore, the signature follows the attestation clause, the will is properly signed although a space set apart to receive the signature has not been filled. *Morrow's Estate*, 204 Pa. St. 479. It seems to follow that if the present case is to be supported, it must be on the ground that the reason and policy of the statute demand that the signature shall be placed in such an independent position as to indicate clearly an intention to execute the instrument. See *Matter of Booth*, 127 N. Y. 109; but see *Matter of Noon*, 31 N. Y. Misc. 420.

WILLS — PROBATE — CONTEST BY STATE. — The State of Tennessee, claiming the right of escheat, attempted to contest the will of one who had died without heirs. *Held*, that the state may make such a contest. *State* v. *Lancaster*, 105 S. W. 858 (Tenn.).

At common law the lord took escheated land, not as successor or heir of the tenant, but as the owner who had granted it on terms that had expired. The lord's right, therefore, was proprietary, not prerogative, and title vested immediately on the death of the tenant. See *Doe* v. *Redfern*, 12 East 96. By the abolition of tenure in the United States, the sovereign's right to escheated land is the same as that to *bona vacantia*. But, by the weight of authority, this right

is also by title paramount and not by succession as *ultimus haeres*. *In re Barnett's Trusts*, [1902] 1 Ch. 847; but see *Megit* v. *Johnson*, 2 Dougl. 542. But though technically not an heir, the state is a party interested in setting aside a will when the decedent leaves no heir nor kin. This interest should be sufficient in equity to support a contest, and thus defeat the fraud of one who has procured a will to be made in his favor, or prevent succession under an invalid testament. *Contra*, *Hopf* v. *State*, 72 Tex. 281; but *cf. In re Miner's Estate*, 143 Cal. 194; *Gombault* v. *Public Adm.*, 4 Bradf. Sur. (N. Y.) 226. And on this broad ground even the feudal lord could institute a contest. See *Davis* v. *Davis*, 2 Add. Eccl. 223.

BOOKS AND PERIODICALS.

I. LEADING LEGAL ARTICLES.

SERVICE OF PROCESS ON CORPORATIONS. — Due process of law, under the Fourteenth Amendment, requires that the court have jurisdiction[1] and that the defendant receive reasonable notice.[2] Personal jurisdiction must be founded on actual personal service within the state, on constructive service on residents, or on consent.[1] A corporation cannot literally be served in person, though service within the state on the officers of a domestic corporation may be considered actual service.[3] Otherwise corporations must be served constructively, as provided by the statutes of the various states.[4] In general, the validity of such service is said to be due to the allegiance of domestic corporations and to the consent of foreign corporations.[5] Assuming the correctness of the foregoing statements, Mr. W. A. Coutts devotes a recent article to several interesting related problems. *The Constitutionality of Statutes Authorizing Subservice of Process upon Corporations*, 66 Cent. L. J. 109 (February, 1908).

It has apparently never been held that service on any agent of a corporation, clearly permitted by statute, was invalid on account of the subordinate or unrepresentative character of the agent, and the consequent insufficiency of notice. The cases turn on the construction of statutes; their constitutionality is not questioned. However, the dicta of two important tribunals indicate that a statutory method of service may be unconstitutional on the ground of insufficiency of notice;[6] and in the case of a domestic corporation a statute providing for service through a state official in no way connected with the corporation has been held unreasonable and therefore unconstitutional.[7] Mr. Coutts, recognizing this authority, nevertheless suggests that a domestic corporation by incorporating, or a foreign corporation by entering the state and doing business therein, under a statute which provides for an unreasonable method of service, waives the unconstitutionality of the statute. For this doctrine he cites no cases. It is true that a domestic corporation which had accepted benefits under a franchise was not allowed to question the constitutionality of the grant;[8] but that is far from saying that incorporation works a waiver or an estoppel in regard to any law concerning corporations which happens at the time to be on the statute books. Domestic corporations, independently of any question of consent, are held as residents to be amenable to any reasonable

[1] See Pennoyer *v.* Neff, 95 U. S. 714.
[2] Roller *v.* Holly, 176 U. S. 398.
[3] *Cf.* Gaskell *v.* Chambers, 26 Beav. 252.
[4] See statutes collected in Beale, For. Corp., c. 7.
[5] *Ibid.*, § 261 *ff.*
[6] See Conn. Mut. Life Ins. Co. *v.* Spratley, 172 U. S. 602; Lake Shore, etc., R. Co. *v.* Hunt, 39 Mich. 469.
[7] Pinney *v.* Providence Loan, etc., Co., 106 Wis. 396.
[8] New York *v.* Manhattan R. Co., 143 N. Y. 1.